

Government Information (Public Access) Act 2009

Explanatory Table – New Sydney Fish Market Early Works Project

Under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**), there is a general public interest in favour of the disclosure of government information. However, where there are overriding public interest considerations against disclosure, or there are commercial-in-confidence provisions, such information will not be disclosed.

In determining whether certain information in the transaction documents for the New Sydney Fish Market Early Works Project should be disclosed, Infrastructure New South Wales identified the reason(s) under the GIPA Act for each redaction and weighed each redaction against the following key public interest considerations for disclosure:

- (a) promoting open discussion of public affairs, enhancing government accountability or contributing to positive and informed debate on issues of public importance;
- (b) informing the public about operations of agencies and, in particular, their policies and practices for dealing with members of the public; and
- (c) ensuring effective oversight of the expenditure of public funds.

Capitalised terms in this table have the meaning given to them in the New Sydney Fish Market Early Works Contract unless the context indicates otherwise.

Explanatory Table – Design and Construction Agreement

This table provides an explanation of the information that Infrastructure New South Wales (**INSW**) determined should not be disclosed in connection with the Design and Construction Contract (**D&C Contract**) entered into by INSW and Hansen Yuncken Pty Ltd for the New Sydney Fish Market Early Works Project (**Project**).

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
1	General	<p>Section 32(1)(d), item 3(a) of the Table to section 14.</p> <p>The disclosure of this information would disclose an individual's personal information.</p>	<p>The redacted information is references to names or personal contact details contained in any Project document, including in the notice provisions of any document and signatures of individuals.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because, if disclosed, would reveal the personal information of the Principal and Contractor's key personnel for the Project.</p>
2	Clause 21A(4)(5) of the Conditions of Contract (amount)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is a dollar amount.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> the redacted figure provides a price threshold whereby either party must disclose to the other party any items of personal property the subject of a security interest granted in favour of the other party that are used in carrying out the Works; revealing this information may prejudice either parties' commercial interests in negotiating contracts of a similar nature to the Contract in the future. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced</p>

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			by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.
3	Clause 29(3)(2) of the Conditions of Contract (amount)	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The information not disclosed in this clause is a dollar amount.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the redacted figure provides a price ceiling for work which the Contractor is entitled to subcontract; • revealing this information may prejudice the contractor’s negotiations with subcontractors if those subcontractors know of the price in which the Contractor is able to pay, placing the Contractor at a commercial disadvantage in the negotiations; and • revealing this information could provide the details of the Contractor’s cost structure in relation to the Works. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
4	Clause 58(8)(2) of the Conditions of Contract (amount)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure or profit margins and place the</p>	<p>The redacted information is a dollar amount.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information sets out the value of Materials which requires the Contractor to</p>

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		<p>Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>provide an Undertaking in order to claim for those Materials in a Payment Claim, revealing the Contractor's cost structure or profit margins.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
5	<p>Clause 67(2) - of the Conditions of Contract (timeframe)</p>	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information are timeframes.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the date would reveal the Contractor's timeframes for potential liability exposure; and • the date together with other programming information would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
6	<p>Clause 74(4)(4) of the Conditions of Contract (percentage figure)</p>	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose</p>	<p>The redacted information is a percentage figure.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

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		<p>the Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<ul style="list-style-type: none"> the percentage figure relates to a portion of the Contract Price payable to the Contractor after termination of the Contract; and the amount would reveal the Contractor's cost structure and profit margins, which would prejudice the Contractor's legitimate business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
7	<p>Clause 79 of the Conditions of Contract - Definitions – Contractor Default Event (timeframes)</p>	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information are timeframes.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> the date would reveal the Contractor's timeframes for potential liability exposure; and the date together with other programming information would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>

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8	Item 12A - Contract Information – Approved Subcontractors (entities)	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is Approved Subcontractors for and their scope of work.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the information reveals the identity of subcontracts who are preapproved and the permitted scope; • this information would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would have greater leverage knowing they were preapproved. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
9	Item 13	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is a date.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the date would reveal the Contractor's liability to costs exposures; and • the date together with other programming information would reveal the Contractor's work

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			<p>planning methodology which would prejudice the Contractor's legitimate business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
10	<p>Items 19 and 20 - Contract Information – Conditions of Contract (percentage figure)</p>	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is a percentage figure for the limitation of liability and limit on liquidated damages payable by the Contractor.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the redacted information is the limit of the Contractor's liability to INSW in connection with loss or liability, and the limit for liquidated damages for late delivery of the Works by the Contractor. Disclosing this information would reveal the risk position accepted by the Contractor; and • the information may prejudice the Contractor in future negotiations on similar projects, as the principal will be aware of the level of risk the Contractor is willing to accept. This reduces the competitive commercial value of the information to the Contractor and prejudices the Contractor's legitimate business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by</p>

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			the public interests against the disclosure identified above.
11	Items 21, 22, 24, 24A, 24B and 24C - Contract Information – Conditions of Contract (amounts)	<p>Section 32(1)(a) and definition (a), (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor’s profit margins.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the contractor’s legitimate business and commercial interests.</p>	<p>The redacted information contains dollar amounts which relate to various categories of insurance the Principal or Contractor is required to effect.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the quantum of insurance would provide insight into the premiums required to be paid by the Contractor. These premiums represent a cost in performing the Contractor’s obligations under the contract and therefore reveal the Contractor’s cost structure and profit margins; • the quantity of the insurance the Contractor effects may be taken as an indication of the risk allocation of the Contractor. This may provide insight into the Contractor’s financial arrangements and prejudice the business, commercial and financial interests of the Contractor; and • knowledge by other contractors of the Contractor’s obligation to provide insurance may have an adverse impact on the Contractor’s ability to negotiate with other contractors and diminish the competitive commercial value of that information to the Contractor. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by</p>

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12	Items 28 - Contract Information – Conditions of Contract (amount)	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>the public interests against the disclosure identified above.</p> <p>The redacted information is a dollar amount reflecting the threshold value for which subcontracts must incorporate the provisions of Schedule 9.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the information reveals the value of subcontracts requiring the inclusion of the requirements in Schedule 9, providing the terms which subcontracts must contain; • this information would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
13	Items 31 - Contract Information – Conditions of Contract (amount)	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p>	<p>The redacted information is a dollar amount which reflects the value of work, if subcontracted, which requires the Contractor to procure a Subcontractor’s warranty.</p>

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		<p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because this information would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
14	<p>Items 32 and 33 - Contract Information – Conditions of Contract (dollar amounts and percentage figures)</p>	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's financing arrangements and cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is dollar amounts and percentage figures reflecting the Security required to be provided by Contractor.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the figures are the percentage of the Contract Price equalling the amount of Security the Contractor is required to provide to INSW for the Works and, if disclosed, this information would reveal the Contractor's financing arrangements; and • this information illustrates the risk allocation the Contractor accepted for the Works, which may prejudice the Contractor in future negotiations with

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			<p>project owners on similar projects as the principal will be aware of the level of risk the Contractor is willing to accept. This reduces the competitive commercial value of the information to the Contractor and prejudices the contractor's legitimate business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
15	<p>Items 38 - Contract Information – Conditions of Contract (percentage figure)</p>	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The information not disclosed is a percentage figure.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • this percentage figure reflects the percentage of financial benefit the Contractor is entitled to receive for innovative proposals it makes in relation to the Works, design or Materials; and • if disclosed, this information would reveal the Contractor's cost structure or profit margins for this Project and would place the Contractor at a commercial disadvantage in relation to other contractors who are aware of the Contractor's entitlements under the Contract. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>

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16	Items 39- Contract Information – Conditions of Contract (amount)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the contractor’s legitimate business and commercial interests.</p>	<p>The redacted information in this section is a dollar amount.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the amount is the amount payable to the Contractor. Disclosure of this information would reveal the Contractor’s cost structure and profit margin and prejudice the Contractor’s legitimate business and commercial interests; • revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor’s ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if the those parties are aware of the Contract Price; and • exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
17	Items 42 - Contract Information – Conditions of Contract (percentage figure)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p>	<p>The redacted information in this section is a percentage figure.</p>

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		<p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the contractor's legitimate business and commercial interests.</p>	<p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the redacted information contains a percentage figure which sets out the profit margin available to the Contractor, which relates directly to the Contractor's cost structure or profit margins; and • the Contractor may wish to contract with third parties, subcontractors or suppliers in relation to the Project in a manner where amounts paid to those parties are determined by a profit margin. These negotiations may be jeopardised where the Contractor's profit margin under this contract is exposed. As such, disclosure of this information diminishes the value of this information to the Contractor. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
18	Items 46 - Contract Information – Conditions of Contract (percentage figure)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's financing arrangements and cost structure of profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is a percentage figure reflecting the amount payable by the Contractor and to the Contractor for late payments under the Contract.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the redacted information illustrates the amount payable to the Contractor where INSW makes late

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		<p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>payments under the Contract, thereby revealing the Contractor's cost structure or profit margins;</p> <ul style="list-style-type: none"> the information provides visibility to other contractors as to the risk allocation accepted by the Contractor and INSW, which could affect the Contractor in future negotiations on similar projects, diminishing the commercial value of the information and prejudicing the Contractor's commercial and financial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
19	<p>Items 47 and 48 - Contract Information – Conditions of Contract (amounts)</p>	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's cost structure of profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information in this section are dollar amounts regarding delay costs and liquidated damages.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> these amounts are the amount payable to the Contractor. Disclosure of this information would reveal the Contractor's cost structure and profit margin and prejudice the Contractor's legitimate business and commercial interests; revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor's ability to negotiate with subcontractors, suppliers, unions and other

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			<p>relevant industry participants if the those parties are aware of the Contract Price; and</p> <ul style="list-style-type: none"> exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
20	Items 52 - Contract Information – Conditions of Contract (amount)	<p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of the information would reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is a dollar amount reflecting the threshold amount for litigation following an expert determination under the Contract.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information provides visibility on the risk allocation accepted by the Contractor with respect to disputes with INSW, thereby diminishing the commercial value of the information.</p>
21	Items 53 - Contract Information – Conditions of Contract (timeframe)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information are timeframes.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> the date would reveal the Contractor’s timeframes for potential liability exposure; and the date together with other programming information would reveal the Contractor’s work

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			<p>planning methodology which would prejudice the Contractor's legitimate business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
22	Schedule 2 – Undertaking (amounts and text)	<p>Section 32(1)(a) and definition (a), (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's financing arrangements and cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is dollar amounts reflecting the Security required to be provided by Contractor.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the figures are the amount of Security the Contractor is required to provide to INSW for the Works and, if disclosed, this information would reveal the Contractor's financing arrangements; and • this information illustrates the risk allocation the Contractor accepted for the Works, which may prejudice the Contractor in future negotiations with project owners on similar projects as the principal will be aware of the level of risk the Contractor is willing to accept. This reduces the competitive commercial value of the information to the Contractor and prejudices the contractor's legitimate business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by</p>

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23	Schedule 7 – Third Party Agreement Matrix	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p>	<p>the public interests against the disclosure identified above.</p> <p>The redacted information is the entire Third Party Agreement Matrix.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the Third Party Agreement Matrix contains the commercial terms by which INSW has entered into licensing arrangements with another government entity in respect of the Project; and • the information provides visibility to other contractors as to the risk allocation accepted by the Contractor and INSW, which could affect the Contractor in future negotiations on similar projects, diminishing the commercial value of the information and prejudicing the Contractor’s commercial and financial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
24	<p>Schedule 10 – Pre-Agreed Variation</p> <p>(amount and direction dates)</p>	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a</p>	<p>The redacted information is dollar amounts of Pre Agreed Variations and the direction dates.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

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		<p>substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the Contractor's legitimate business and commercial interests.</p>	<ul style="list-style-type: none"> • the amounts are the amount payable to the Contractor. Disclosure of this information would reveal the Contractor's cost structure and profit margin and prejudice the Contractor's legitimate business and commercial interests; • the time periods together with other programming information would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests; • revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor's ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if the those parties are aware of the Contract Price; and • exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
25	Schedule 13 – COVID-19 Management Plan	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the COVID-19 Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material</p>

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			<p>which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
26	Schedule 14 – Project Brief	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency’s functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p>	<p>The redacted information is the Project Brief in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule includes information which may, if disclosed, expose safety vulnerabilities to the new Sydney Fish Market, thereby endangering the security of the system developed for protecting the new Sydney Fish Market.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
27	Schedule 15 – Schedule of Rates (amounts and text)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract</p>	<p>The information that has been masked is words and amounts.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> these amounts are the amount payable to the Contractor and the text is the basis upon which the amount is payable to the Contractor. Disclosure of this information would reveal the Contractor’s cost

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		and prejudice the Contractor's legitimate business and commercial interests.	<p>structure and profit margin and prejudice the Contractor's legitimate business and commercial interests;</p> <ul style="list-style-type: none"> • revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor's ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if the those parties are aware of the Contract Price; and • exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
28	Schedule 16 - Contract Program	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is a work program in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the dates would reveal the Contractor's liability to costs exposures; and • the date together with other programming information would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests.

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			<p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
29	<p>Schedule 18 – Site Access Schedule</p> <p>(dates)</p>	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information are dates.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> the dates together with other programming information would reveal the Contractor’s work planning methodology which would prejudice the Contractor’s legitimate business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
30	<p>Schedule 19 – Environmental Management Plan</p>	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Environmental Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced</p>

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			by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.
31	Schedule 20 - Work Health and Safety Plan	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Work Health and Safety Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
32	Schedule 21 - Stakeholder Management & Community Engagement Plan	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Stakeholder Management & Community Engagement Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
33	Schedule 30 – Approved Works Methodology	Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).	The redacted information is the Approved Works Methodology in its entirety.

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		<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule:</p> <ul style="list-style-type: none"> • contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest; and • would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>